

Contract No. 2020-

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INMATE HEALTH CARE SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") entered into on this 11th day of August, 2020, between NAPHCARE, INC., an Alabama Corporation whose address is 2090 Columbiana Road, Suite 4000, Birmingham, AL 35216 (hereinafter "Contractor") and Rockdale County, Georgia, a political subdivision of the State of Georgia, 962 Milstead Avenue, Conyers, Georgia 30012 (hereinafter "County"); and

WHEREAS, the County desires to engage the services of Contractor to provide Inmate Health Care services to the Rockdale County Jail: and

WHEREAS, Contractor is qualified to provide this service and desires to render Inmate Health Care services to the Rockdale County Jail as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. **SCOPE OF SERVICES.** Contractor agrees to provide health care, dental, mental health and software services to individuals ("inmates") under the custody and control of the Rockdale County Sheriff's Office who have been physically booked within the Rockdale County Jail, as further set forth herein and in Rockdale County RFP No 20-04 and Contractor's proposal in response thereto. Contractor shall furnish all products, tools, supplies, equipment, skill and labor of every description necessary to carry out and to complete in a good firm, substantial workmanlike matter for health care services for the Rockdale County Jail, located at 911 Chambers Drive, Conyers, Georgia 30012, (hereinafter "Services") in accordance with the County's Request for Proposal (RFP) No. 20-04, and amendments, incorporated herein by reference as Exhibit A, (hereinafter "Services"), and as described in Contractor's proposal dated March 6, 2020, attached hereto and made a part hereof as Exhibit B, and hereinafter referred to as the "Services". These Services shall be performed at the direction of the Rockdale County Sheriff or his designee and consistent with all federal, state, and local laws.

The Contract Documents, RFP and Proposals are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all labor necessary to complete the Work in an acceptable manner by the County. In the event of any conflict between these documents, the body of this contract shall be controlling over the Exhibits, and Contractor's Proposal in Exhibit B shall be controlling over the RFP terms set forth in Exhibit A.

2. **PAYMENT.** COUNTY shall pay CONTRACTOR an annual base of Two Million, Six Hundred Thirteen Thousand, Four Hundred Ninety-five and .96/100 Dollars

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(2,613,495.96), payable in twelve (12) equal monthly installments of \$217,791.33 for the Services provided under this Agreement, as set forth in Contractor's Proposal.

For the first year of the Agreement, a per diem rate of \$2.58 will be added to the monthly base compensation for each inmate in excess of the average daily population of 500.

Contractor shall submit monthly invoices to County in a format acceptable by the County. The amount billed in each invoice shall be calculated as set forth in the Bid. The County shall endeavor to make payment to Consultant within thirty (30) days from receipt of invoice.

3. PERFORMANCE OF SERVICES.

A. **Staffing.** The manner in which the services are to be performed, and the specific hours to be worked by Contractor shall be determined by Contractor so long as the total hours paid per week equal or exceed the weekly hours for the positions set forth in the staffing matrix below and any schedule adjustments are approved in writing by the County. The County will rely on Contractor to work the hours set forth within Contractor's staffing matrix specified within its response to the RFP to fulfill Contractor's obligations under this Agreement for the fee provided in Section 2 of this Agreement.

Rockdale County, GA NaphCare Staffing									
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Hours	FTE
Position Title	Day Shift								
Health Services Administrator (RN)	8.000	8.000	8.000	8.000	8.000			40	1.000
Medical Director		6.000						6	0.150
NP/PA	8.000		8.000	8.000	8.000			32	0.800
Administrative Assistant	8.000	8.000	8.000	8.000	8.000			40	1.000
RN - Infirmary	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
LPN - Intake	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
LPN - Clinic/Med Pass	24.000	24.000	24.000	24.000	24.000	24.000	24.000	168	4.200
Medical Assistant - Clinic	8.000	8.000	8.000	8.000	8.000			40	1.000
Dentist	6.000							6	0.150
Dental Assistant	6.000							6	0.150
Psychiatrist			2.000					2	0.050
Psych NP	8.000			8.000				16	0.400
Licensed Social Worker	16.000	16.000	16.000	8.000	8.000	8.000	8.000	80	2.000
	Night Shift								
LPN - Med Pass	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
LPN - Intake/Med Pass	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
LPN - Infirmary	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100

Total FTEs 21.400

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To fulfill its staffing obligations, Contractor may utilize pro re nata (PRN) staffing and/or a current staff member(s) (staffing agency nurses will not be utilized), to include use of overtime staffing to fulfill the needs of any vacant position or any position that is temporarily vacant and will outline same within a monthly staffing report provided to County. In the event a current staff member is utilized to fill the scheduled hours of another staff member, Contractor may utilize a like-kind or higher level staff member to fulfill the vacant staff position and this provision shall allow for Contractor to modify the required staffing requirement hours by substituting up to 1.00 FTE of required Medical Doctor/Physician/Psychiatrist time with up to 2.00 FTE additional NP/PA or Psych NP/PA time. Two hours of total services rendered by the NP/PA or Psych NP/PA shall be considered equivalent to one hour of service rendered by a Medical Doctor/Physician/Psychiatrist. A paid hour by Contractor for staffing is hereby defined by the parties as an hour paid to a staff member, including any overtime, to fill hours set forth in the Agreement, which shall include hours worked onsite and onsite training/orientation.

B. Staffing Qualifications. Contractor will fill all positions consistent with the terms of Section 7 of the RFP regarding Staffing, with the exception that, for those positions that specify that the position is to be filled by a person with three years of prior correctional healthcare experience (HSA, Medical Director, and Mental Health Services Coordinator/MH Services Provider) the parties agree that this level of prior correctional experience is preferred for these positions but not required.

C. Staffing Credits and Reporting. Contractor will credit the County on the following month's invoice in the amount of the insufficient hours at the applicable hourly rate for each hour a staffing member position remains unfilled for the month in question. The parties agree that any staffing credit(s) owed by Contractor will be accounted for based on an aggregated paid hours report. Contractor shall report to the County the number of hours paid to Contractor's personnel for each position and shift aggregated as well as summarize hours worked for each position on a monthly basis.

The parties hereby agree that Contractor shall not be penalized nor be obligated to provide payment to County for any staffing shortages as outlined above for the first three (3) months of the initial term (i.e. the transition period) of this Agreement.

D. Electronic Health Records and Software. Contractor will provide its proprietary electronic medical records software system ("software") commonly referred to as "TechCare" for use in the Facility. Contractor shall maintain ownership of this software (and/or any other proprietary software utilized by Contractor as part of its services rendered pursuant to this Agreement) and the County shall be entitled to quantitative and select information as required by the County. At the termination or expiration of this Agreement, Contractor shall remove the software. All inmate medical information contained by the software should be provided to the County in some media format acceptable to the County.

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During the term of the Agreement, County shall keep Contractor's software and all information pertaining to it confidential at all times. Furthermore, the County agrees that it will not:

- (i) Lease, loan, resell, sublicense or otherwise distribute the software to parties who are not County governmental entities;
- (ii) Permit third-party access to, or use of, the software, except as permitted in within this Agreement;
- (iii) Create derivative works based on the software;
- (iv) Reverse engineer, disassemble, or decompile the software; or
- (v) Remove any identification or notices contained on the software.

The County and/or Facility will notify Contractor in the event either party becomes aware of any unauthorized third-party access to, or use of, the software.

Contractor shall be responsible for providing a firewall, maintenance, backup data, virus corruption, and licenses for this software.

E. Coordify Software. During the initial one year term of this contract, Contractor offers its Coordify software for use by the County at no additional charge. This offer includes licensing, hosting, customization, deployment and training. The Coordify solution is designed to serve as a central repository of information to guide judicial decision-making, facilitate use of alternatives to incarceration, facilitate successful outcomes for people participating in such alternatives to incarceration, and create a platform for reporting on success of persons. With Coordify, the County will receive a focused, scalable, platform customized to the needs of the County. Within the first four months of the initial contract term, Contractor will present the software to County officials, the Sheriff's Office, the judicial system and interested stakeholders. Should the County confirm that Coordify will be a benefit to the County, Contractor will evaluate County processes, procedures, and needs, customize Coordify for the County, deploy the software and provide unlimited training and support. Should the County wish to retain the software during renewal terms, Contractor reserves the right to negotiate with the County to charge fees for annual licensing, maintenance, training and customization.

F. Off-Site Services Subject to Aggregate Cap. Contractor will be responsible for all off-site charges (Specialty Care), which shall include inpatient and outpatient hospitalization (medical, surgical, dental and mental health), advanced diagnostics (Ultrasound, CT, etc.), chemotherapy, emergency room visits, ambulance services (including ground and air), specialty consults, physician fees, off-site dental fees, off-site

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treatment and diagnostics, dialysis (whether onsite or offsite), contracted laboratory and radiology services, outpatient procedures and surgeries, physical and occupational therapy, ancillary hospital services, follow-up physician services, per inmate fees paid to medical specialists (not site physicians included in staffing plan) for clinic services, long term off-site facility care and all other off-site fees for healthcare services rendered to an inmate, up to a cumulative annual total of \$50,000 for dates of services rendered within the year. Such amount is subject to prorating for contract periods that are less than twelve months. Any diagnostic tests (i.e., laboratory, radiology, etc.) performed inside the Facility will not be factored into the Annual Aggregate Cap.

Contractor will pay provider and facility claims for services rendered, regardless of whether they are above or below the annual aggregate cap, and will bill the County for any charges over \$50,000. Any such bill must be submitted by Contractor to the County within six (6) months from the date that Contractor receives the bill from the third party provider. The County shall not be responsible for paying or reimbursing Contractor for any bills submitted after this six (6) months period of time. The County shall pay Contractor within 45 days of receipt of invoice.

G. Pharmaceuticals. Contractor will provide all pharmaceuticals as set forth in Contractor's RFP response, except that Contractor will be responsible for the cost of blood factor and Hepatitis C medications. Should the cost of prescribing and dispensing HIV medications exceed one hundred thousand (\$100,000.00) dollars in any given contract year, Contractor will bill back the County for the actual costs associated with prescribing and dispensing of HIV medications exceeding the \$100,000.00 threshold.

H. Exceptions to Treatment. Contractor will not be financially responsible for costs associated with transplants and/or experimental procedures. Contractor will not be financially responsible for any costs incurred after an inmate is released from County's custody. Contractor will not be responsible for the provision of elective medical care to inmates. Contractor will not be responsible, financially or otherwise, for providing health care services to an infant following birth. Contractor shall not be responsible for arranging or providing an abortion to any Inmate. Contractor will not be responsible for costs associated with the transportation of inmates for off-site non-emergency health care treatment. Contractor will only be responsible for any medical testing or obtaining samples which are forensic in nature upon receiving consent for same from an inmate or as otherwise required by local, state, or federal statute or regulation or by Court Order.

4. DEFAULT AND TERMINATION. Failure to substantially perform the Services or fulfill obligations set forth hereunder shall constitute material default. Where either party believes there is a material default by the other party, the party claiming such default shall give written notice of the default to the other party within 15 days. The defaulting party shall have a reasonable time in which to correct or cure the default, provided, however, that such default shall be cured within 15 days unless otherwise agreed upon by the parties.

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Should either party materially default in the performance of any provision of this Agreement and fail to cure such default as provided herein, the other party shall be permitted to terminate this Agreement with 15 days written notice to the other party hereto. Termination of this Agreement shall not constitute waiver of any other remedy either party may have hereunder.

5. **TERM/TERMINATION.** The initial term of this Agreement shall be for one (1) year beginning at 12:00 P.M. on September 15, 2020 and ending at 11:59 P.M. on September 15, 2021. The parties may agree to renew this Agreement for four (4) additional one-year periods renewable each year under the same terms and conditions as the original Proposal, unless and until terminated as provided below.

Renewals exercised by the County may be adjusted after the first year of the contract according to changes in the Consumer Price Index for the "medical care" component for all urban consumers, as related to the appropriate area in the United States. The CPI change shall be used for each new contract year shall be that published for the fourth month (April) of the preceding contract year and compared to the same index for April of the previous year. The CPI adjustment shall affect the base fee and per diem and will be reflected in the billing for July of the renewal period. The adjusted base price will then be fixed for the twelve-month period beginning in July.

Either party, upon giving ninety (90) days written notice, may terminate this Agreement at any time with cause. Termination of this Agreement by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this Agreement.

Upon such termination, Contractor shall be entitled to collect only the outstanding fees incurred based upon the work completed as the day of termination. In the event of termination, Contractor shall submit a final billing through the date of termination and if accepted by the County, payment shall be made within twenty (20) days of receipt thereof.

6. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Contractor is an independent contractor with respect to the County and not an employee of the County.

7. **INDEMNIFICATION.** Contractor agrees to hold harmless and indemnify County, its Directors, Officers, and employees from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons or damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation and defense thereof, to the extent caused by a negligent act, error or omission of Contractor, or as a result of effective services under this Agreement; provided, however, that Contractor's obligations pursuant to this provision will not apply to any claim, liability, cost or expense solely caused by the acts or omissions of any of the County officers, agents, or employees or for any claim arising out of: (1) the County, its employees

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or agents preventing an inmate from receiving legally required medically necessary medical care as ordered by Contractor; or (2) the County, its employees or agents failing to present an inmate to Contractor or otherwise inform Contractor of a potential medical need where it is known or should be obvious to a person with no medical training that emergency medical care is needed.

8. ASSIGNMENT. The Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

9. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for the County:

Rockdale County Board of Commissioners
Attn: Tina Malone, Procurement Officer
P.O. Box 289
Conyers, Georgia 30012
770-278-7552, tina.malone@rockdalecountyga.gov

IF for Contractor:

NaphCare, Inc.
Attn: Bradford T. McLane
2090 Columbiana Road, Suite 4000
Birmingham, AL 35216
205-536-8532, bradford.mclane@naphcare.com

With a copy to:

Legal Department
NaphCare, Inc.
2090 Columbiana Road, Suite 4000
Birmingham, AL 35216
Legal.department@naphcare.com

10. ENTIRE AGREEMENT. This Agreement, its attachments and essential documents (as provided in paragraph 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties. By

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signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

11. CORPORATE AUTHORITY. Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

12. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

13. SEVERABILITY. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OR CONTRACTUAL RIGHT. The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. FURTHER ASSURANCES. The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and document, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

16. INTERPRETATION. Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

17. VENUE & JURISDICTION. The County and the Contractor, by entering into this Agreement, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly

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or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

18. APPLICABLE LAW. This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

- SIGNATURE SECTION ON NEXT PAGE-

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

NAPHCARE, INC.

ROCKDALE COUNTY, GEORGIA

By: 

Bradford T. McLane, CEO

By: 

Osborn Nesbitt, Sr., Chairman

Attest:

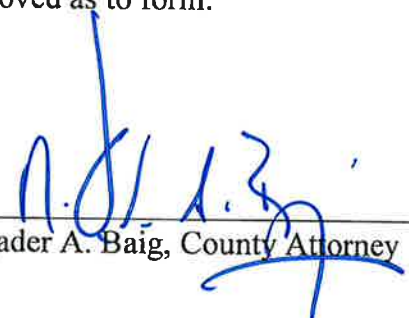
Attest:


Connie Young, Corporate Secretary



Jennifer Rutledge, County Clerk

Approved as to form:


M. Qader A. Baig, County Attorney

NaphCare Staffing Option**PROPOSAL FORM**

Instructions: Complete all THREE parts of this bid form.

PART I: Proposal Summary

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Proposal Form.


1.	Per Month Pricing	\$ 217,791.33
2.	Lump Sum for Twelve (12) Month Period	\$ 2,613,495.96
3.		\$
4.		\$
5.		\$
6.		\$

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"	2/3/2020	SLA
"2"	2/26/2020	SLA
"3"	3/2/2020	SLA
"4"		
"5"		
"6"		

PART III: Vendor Information:

Company Name	NaphCare, Inc.
Address	2090 Columbiana Rd, Suite 4000, Birmingham, AL 35216
Telephone	205-536-8532
E-Mail	brad.mclane@naphcare.com
Representative (print name)	Brad McLane, CEO
Signature of Representative	
Date Submitted	3/3/2020



VI. Pricing

We have provided two quotes for professional staffing and complete programs of administrative and health services for a base census of 500 inmates at Rockdale County Detention Center as described herein for a twelve (12) month period from the original contract start date. Any expense above the base price will be the responsibility of NaphCare except as specifically addressed in this section. A daily per diem charge for each inmate in excess of the 500 base ADP has been provided in our pricing summary charts below.

Our proposal provides Rockdale County with an opportunity for operational efficiencies that will enhance on-site medical care and provide savings. We look forward to developing a partnership with you and appreciate the opportunity to submit our cost proposal to the Rockdale County representatives.

NaphCare Efficiencies

In partnering with NaphCare, the county will experience high-quality health care at an affordable price due in part to the efficiencies created by our electronic operating system, *TechCare*. Over our 30 years of correctional healthcare experience, we have developed a technologically advanced healthcare delivery model including nursing protocols for the correctional setting that are programmed into *TechCare*. The *TechCare* system is the backbone of our program, providing continual quality assurance, operational efficiencies, and ironclad documentation.

At NaphCare, fiscal responsibility is a business imperative. We strive to ensure appropriate and efficient use of taxpayer dollars while providing the highest quality of care to incarcerated members of your community. Off-site care, pharmacy, and personnel account for 95% of correctional healthcare costs. NaphCare utilizes technology and protocols that help reduce costs in each of these categories while maintaining high-quality healthcare services. For example:

- *TechCare* reduces clerical time and makes our personnel and services the most efficient in the industry, which increases the amount of time personnel can spend on clinical matters and direct patient care;
- NaphCare's telehealth and telemedicine services, as well as our wellness initiatives, reduce the need for off-site care and provide more efficient staffing coverage; and
- NaphCare's in-house pharmacy services eliminate waste and therapeutic duplications to reduce overall pharmacy cost.

Price Summary

Rockdale County, GA - NaphCare Pricing	
RFP Staffing Option	Year 1
Annual Amount	\$ 2,413,999.68
Monthly Amount	\$ 201,166.64
Per Diem in excess of 500 ADP	\$ 2.58

Rockdale County, GA - NaphCare Pricing	
NaphCare Staffing Option	Year 1
Annual Amount	\$ 2,613,495.96
Monthly Amount	\$ 217,791.33
Per Diem in excess of 500 ADP	\$ 2.58



Optional Staffing – RN at Intake 24/7

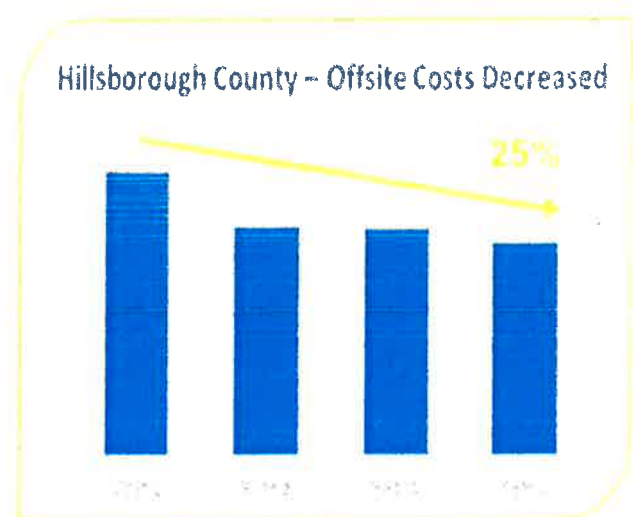
NaphCare has proposed optional pricing for a RN at intake 24/7 in place of a LPN. If this option is amenable to the County, please add the following costs to the base price.

Rockdale County, GA - NaphCare Pricing	
RN Intake 24/7 - Option	Year 1
Annual Amount	\$ 125,403.84
Monthly Amount	\$ 10,450.32

Off-site Medical Services

NaphCare understands the County will be responsible for payment of all costs and expenses associated with the provision of those services that occur for all offsite services (Specialty Care), when such costs and expenses exceed \$50,000.00 for the first twelve (12) months of this Agreement (the Aggregate Cap Amount) and any subsequent twelve (12) month extensions of this Agreement. Also, in addition to Specialty Care, advanced diagnostics (ultrasound, CT, etc.), chemotherapy, and dialysis (onsite or offsite) will apply to the Aggregate Cap. The Aggregate Cap will be prorated for any partial twelve-month period under the Agreement. Until such time as the Aggregate Cap amount is exceeded in any twelve-month period, the costs and expenses associated with Specialty Care services will be borne by NaphCare. NaphCare agrees to track and account for all such expenses on behalf of the County.

We are confident in our ability to manage off-site healthcare costs by providing superior onsite healthcare services and robust Utilization Management to ensure the right care is delivered at the right time in the right location. This track record is illustrated by the following off-site costs chart for one of our largest clients, Hillsborough County, Florida (ADP 3,000), showing a downward trend in off-site costs since the inception of our contract. This decrease was achieved through a coordinated effort of high-level onsite patient care, dedicated management by the onsite Medical Director, robust Utilization Management, Case Management from corporate and onsite teams, and sophisticated claims adjudication and processing. NaphCare will implement the same successful protocols, customized for your facilities, at Rockdale County.



Pharmacy Services

NaphCare understands we will be responsible for the cost of all drugs administered other than blood factor and HEP-C meds. Because the need for these medications is unpredictable, and it is possible a site may go years without having to prescribe either medication, we find it is more beneficial for our clients to exclude this cost from our price and agree that should the need for Hepatitis C or blood factor medications arise, NaphCare will supply the medication and bill the county back at our cost. Should the county wish for NaphCare to include the cost of these medications in our proposal, we are happy to discuss this at county request.



Additionally, should the prescribing and dispensing of HIV medications exceed one hundred thousand (\$100,000.00) dollars in a given contract year, NaphCare will bill back the County for actual costs associated with the prescribing and dispensing of HIV medications exceeding the one hundred thousand (\$100,000.00) dollar threshold. We would like the County to know this pricing structure is negotiable.

VALUE-ADDED SOFTWARE AND EQUIPMENT PROVIDED AT NO ADDITIONAL CHARGE

NaphCare will provide software and technical and medical equipment **at no cost to Rockdale County for a total added value of \$481,500.00.**

Quantity	Medical Equipment - Description
2	Vital Signs Machines
5	Glucometers
5	Pulse Oximeters
1	EKG Machines
3	Medication Carts
1	Treatment Carts
1	Crash Carts

Quantity	Technical Equipment - Description
2	Servers
10	Desktop Computers
10	Laptop Computers
5	Copier/Scanner/Printer
13	Signature Pads

Medical Equipment Value:	\$ 25,500.00
Technical Equipment Value:	\$ 106,000.00
<u>TechCare™ – Management System Value:</u>	<u>\$ 350,000.00</u>
Total Added Value	\$ 481,500.00

Change of Scope Provision

The price offered by NaphCare in this bid encompasses the scope of services as outlined in this RFP, our technical proposal, and the current community standard of care with regard to correctional healthcare services. Should there be a significant change or modification to state or federal laws or regulations, inmate census, standards of care, scope of services, or the number of correctional facilities that results in a material increase or decrease in costs, coverage of costs related to such changes are not included in this proposal and would need to be negotiated with the County.

Conclusion

NaphCare's experienced, dedicated team, superior health care delivery model, and corrections-specific software solutions will yield a healthier patient population and reduced healthcare costs. We pride ourselves on our ability to price projects correctly within the defined scope and enter into a long term partnership to improve patient care. We look forward to working with Rockdale County and welcome the opportunity to discuss our proposal in greater detail.



NaphCare Staffing Matrix

Rockdale County, GA NaphCare Staffing									
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Hours	FTE
Position Title	Day Shift								
Health Services Administrator (RN)	8.000	8.000	8.000	8.000	8.000			40	1.000
Medical Director		6.000						6	0.150
NP/PA	8.000		8.000	8.000	8.000			32	0.800
Administrative Assistant	8.000	8.000	8.000	8.000	8.000			40	1.000
RN - Infirmary	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
LPN - Intake	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
LPN - Clinic/Med Pass	24.000	24.000	24.000	24.000	24.000	24.000	24.000	168	4.200
Medical Assistant - Clinic	8.000	8.000	8.000	8.000	8.000			40	1.000
Dentist	6.000							6	0.150
Dental Assistant	6.000							6	0.150
Psychiatrist			2.000					2	0.050
Psych NP	8.000			8.000				16	0.400
Licensed Social Worker	16.000	16.000	16.000	8.000	8.000	8.000	8.000	80	2.000
	Night Shift								
LPN - Med Pass	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
LPN - Intake/Med Pass	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
LPN - Infirmary	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100

Total FTEs 21.400

Exhibit A

County's Request for Proposal, RFP No. 20-04

INMATE HEALTHCARE SERVICES FOR ROCKDALE COUNTY

I. GENERAL

1. This Request for Proposal is for a comprehensive health care delivery system for the Rockdale County Jail, 911 Chambers Drive, Conyers, GA 30012. This operation includes responsibility for all healthcare services; as well as pharmaceutical supplies, labor, taxes, licenses, insurance, medical supplies; everything required to operate a medical infirmary except for those specific items furnished by the County as itemized in this specification.
2. The average daily inmate population in the facility shall include both male and female inmates. The projected daily inmate population for this facility is 500.
3. There will be a **MANDATORY** pre-proposal conference held at the **Rockdale County Jail Administration & Training Annex Building, 911 Chambers Drive, 2nd Floor, Conyers, GA 30012, at 2:00 p.m., local time, Wednesday, February 12, 2020. Due to limited space we ask for no more than three (3) representatives per vendor.** Any questions and/or misunderstandings that may arise from this RFP must be submitted in writing and forwarded to the Procurement Buyer at the above address or by email. It shall be the Proposers responsibility to seek clarification as early as possible prior to the due date and time. Any contractor who intends to submit a Proposal is required to attend this meeting.
4. Any deviation or exception to these specifications must be clearly explained in writing by the proposer and made a part of the proposal.
5. The County currently has a healthcare services contract. The new contract period will begin on or about July 1, 2020 and will run through June 30, 2021. Renewal options for four (4) successive twelve-month periods are requested by the County, each beginning on or about July 1st and ending June 30th automatically unless written notice is served either by the County or the Contractor ninety (90) days prior to the beginning of the new period.
6. The Contractor or Rockdale County may cancel the contract for cause provided such cancellation is preceded with a ninety (90) day written notice. The County may terminate the contract resulting from this solicitation at any time the Contractor fails to carry out the contract provisions if, in the opinion of the Sheriff, the performance of the contract is unreasonably delayed or the vendor with notice of any conditions which are endangering performance and if, after such notice, the vendor fails to remedy such conditions within ten (10) calendar days, the County may, in writing and at its opinion, terminate the contract without further notice. Should such an event occur where the County proceeds to terminate the contract due to non-performance, the Contractor's performance bond will be forfeited to the County as liquidated damages and payment for expenses which would be incurred by the County to restore acceptable healthcare service operations.
7. **SILENCE OF SPECIFICATIONS.** The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.
8. The County reserves the right to accept, or reject or require modifications to any proposal submitted, and to re-advertise.

9. In the event that the successful proposer resulting from this request is not the current Contractor, a carefully coordinated phase-in/phase-out will be required between the two Contractors so that there will be no adverse effects of any kind on the day to day medical service requirements. Specific details of this coordination should be addressed in the proposal. This time period will be not less than 2 weeks prior to the expiration of the current contract.

10. The Contractor must comply with any federal and state civil rights laws. Any charge brought against Contractor for violation of any civil rights will be the full responsibility of the Contractor and will not involve the County in any way. The Contractor is an independent Contractor and not an agent, employee, partner, or joint venture with the County and is, therefore, fully liable for all actions or in-actions taken.

11. The award will be made to the proposer who meets the minimum qualifications for all proposers (see Section III), whose proposal fully addresses all mandatory requirements for proposals (see Section II), and who, in the sole and exclusive judgment of Rockdale County, is best able to provide a health care delivery system for the County.

II. MANDATORY REQUIREMENTS FOR PROPOSALS

Your proposal need not be in any particular form. However, all proposals must contain the following specific information.

1. All proposals must contain sufficient information to enable us to evaluate whether or not the proposer meets "Minimum Qualifications for all Proposers" (see Section III). All proposals must contain the job description of the individual who will be the full-time on-site Program Administrator and other key personnel.
2. All proposals must demonstrate that the proposer has the willingness and the ability to comply with these specifications and the general conditions; in particular, the Standards for Health Services in Jails, current edition, established by the National Commission on Correctional Health Care and Performance-Based Standards for Adult Local Detention Facilities (ALDF), current edition, established by the American Correctional Association.
3. All proposals must include a brief resume of all similar projects your firm has performed for the past three years. Each project listed shall include the name and phone number of a contact person for the project for review purposes.
4. All proposals must list by name, address, and administrator, all detention or correctional facilities where the proposer has obtained accreditation by the Medical Association of Georgia, American Correctional Association and other recognized body according to the National Commission of Correctional Health Care standards (i.e., ACA, etc.).
5. All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Georgia stating its willingness to insure the proposer pursuant to the terms of this request for proposals.
6. All proposals must contain a full and complete staffing and organization chart, and explain how medical care for the inmates as described in Section V will be delivered. Sample Receiving Screening and Comprehensive Health Assessment Forms shall be provided, as well as the actual Table of Contents from the Health Care Policies and Procedures Manual of the proposer.
7. All proposals must contain a specific price for all healthcare services provided by this contract plus an additional price per inmate per day for excess inmates over the base number.

8. Proposals which do not meet the mandatory requirements of Section II will be considered nonresponsive.

III. MINIMUM QUALIFICATIONS FOR ALL PROPOSERS

The following minimum qualifications must be met by each proposer. Failure to meet each qualification will result in disqualification.

1. The proposer must be organized and existing for the primary purpose of providing correctional health care services.
2. The proposer must have at least five (5) continuous years of company experience (not individual) in administering correctional health care programs in facilities that are comparable to Rockdale County.
3. The proposer must carry professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
4. The proposer must demonstrate the knowledge and ability necessary to obtain Medical Association of Georgia Accreditation according to National Commission on Correctional Health Care Standards from its experience, American Correctional Association Accreditation and the quality of its care by having obtained that accreditation in a jail which is of a size comparable or larger to that of Rockdale County.
5. The proposer must demonstrate its ability to provide a health care system specifically for Rockdale County. It must demonstrate that it has the ability for an immediate contract start-up as of contract date, that it has a proven system of recruiting staff and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operation at Rockdale County as well as supplemental resource backup as may be necessary.
6. The proposer must demonstrate the ability to provide a system of technical and medical support to the on-site personnel.
7. The proposer must demonstrate the ability to prepare and implement written policies and procedures which comply with all standards and requirements set forth herein, and to conduct an annual evaluation of compliance with its policies and procedures.
8. The proposer must demonstrate the ability to maintain an open and collaborative relationship with administration and staff of the Sheriff's Office and Jail Facility.

IV. INSURANCE REQUIREMENTS

1. Upon receipt of notice of award on this proposal, Contractor shall furnish a certificate of insurance as stipulated below before Contractor will be allowed to start any work under this contract. Insurance certificates must be from companies doing business in Georgia and acceptable to the County, as follows:

A. Worker's Compensation: statutory limit benefits, employer's liability.

B. Professional Liability: the proposer must also warrant that it and all its employees will have professional liability insurance with limits of one million \$1,000,000 dollars each occurrence and three million (\$3,000,000) dollars in aggregate annually.

C. General Liability: the proposer must also warrant that it and all its employees will have general liability insurance with limits of one million (\$1,000,000) dollars each occurrence and one million (\$1,000,000) dollars in aggregate annually.

D. Certificates are to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this contract.

E. Certificates are to contain the location and operations to which the Insurance applies.

F. Certificates are to contain proposer's protective coverage for any Subcontractor's operations.

G. Certificates are to be issued to: Rockdale County Board of Commissioners, Rockdale County, Georgia.

H. Insurance certificates must be renewed for the duration of this contract period; failure to do so will constitute grounds for termination of this contract for cause and forfeiture of performance bonds as previously stated.

V. MEDICAL REQUIREMENTS TO BE PROVIDED

1. Objectives of the health care delivery system are as follows:

A. To deliver high quality health care services that can be audited against established standards;

B. To operate the health care program in a cost-effective manner with full reporting and accountability to the County;

C. To operate the health care program at full staffing and to use only licensed certified and professionally trained personnel;

D. To implement written health care plans with clear objectives, policies, procedures, and annual evaluations of completion;

E. To operate the health care program by standards established by NCCHC and ACA;

F. To maintain an open and cooperative relationship with the administration and staff of the Contractor;

G. To provide a comprehensive program for continuing staff education;

H. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis, and provide reports to the Jail Commander on a monthly basis or as otherwise requested;

I. To operate the health care program in a humane manner with respect to the inmates right to basic health care services.

2. Successful proposer will be required to maintain complete records during the life of the contract. Such records are to be made available to the County if officially requested, to be audited by a designated County auditing staff. If such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct the erroneous charges. All medical records will remain the property of Rockdale County and will be surrendered to the County at any time the contract should terminate.

3. The successful proposer must submit a list of employees for this location to the Sheriff for records check for admission pass into the detention facility. This list to include birthday of employee and any other pertinent information as may be determined by the Sheriff. Any changes in this listing must be submitted to the Sheriff immediately. Rockdale County reserves the right to restrict any employee from the premises when the record check reveals derogatory information that supports such an action. All employees will be required to wear Sheriff's Department identification badges at all times when on duty at the detention facility; identification must be surrendered to the Sheriff's Department upon termination at the facility.

4. General.

A. Health care services must be provided in compliance with the Standards for Health Services in Jails, current edition, established by the National Commission on Correctional Health Care (NCCHC) and Performance-Based Standards for Adult Local Detention Facilities (ALDF), current edition, established by the American Correctional Association. More specifically, the services provided must meet or exceed the NCCHC and ACA standards to the extent required to achieve Medical Association of Georgia Accreditation and ACA Accreditation. No language or description contained in these specifications is intended, nor shall be interpreted in such a way as to relieve the proposer from its obligation to maintain MAG and ACA accreditation, which is a primary goal of these specifications. Medical services must meet or exceed all Federal, State, and Constitutional requirements and all applicable correctional health care standards, including those developed by the American Medical Association, the American Correctional Association and the Medical Association of Georgia. The health care delivery system must conform to state standards for medical services provided in correctional institutions as established by the Department of Corrections or other appropriate state authority. The system must conform to the Standards for Health Services in Jails, current edition, established by the National Commission of Correctional Health Care and the Performance-Based Standards for Adult Local Detention Facilities (ALDF), current edition, established by the American Correctional Association. Generally, health care at the Jail should be equivalent to that available in the community. In addition, the Contractor must provide all services necessary to meet all constitutional obligations of the Sheriff and Rockdale County to inmates and must meet all requirements established by NCCHC, MAG, AMA, ACA, and any other applicable guidelines.

B. The Contractor must obtain all licenses necessary to render medical and health services within the state of Georgia, and, additionally, must ensure that all employees rendering medical and health services within the county possess all licenses required, including professional licenses, to render such services within the state of Georgia. The physicians selected as the "responsible physician" must be licensed to practice in the State of Georgia and must agree to utilize Piedmont Rockdale Medical Center to the fullest extent possible for any and all inmate hospitalizations.

C. The Contractor must recruit, interview, hire, train, and supervise all health care staff and assure health care staff is consistently adequate to meet all conditions and specifications of this

contract as specified in Section V.7-Staffing.

D. The Contractor shall use the infirmary at the facility whenever possible and whenever appropriate in the performance of its duties under this contract. The Contractor shall be required to examine and treat any inmate in segregation or who is otherwise unable to attend sick call in the cell of the said inmate. The Contractor shall be required to render emergency care at all buildings and areas associated with the detention facility as may be required. The Contractor shall use the Infirmary and other medical stations at the Facility whenever possible and whenever appropriate in the performance of its duties under this contract.

5. Required Health Care Services: Proposers will be required to offer general health care services to inmates at the Detention Center including, but not necessarily limited to, the following:

A. Receiving Screening- a receiving screening examination must be performed on all incoming inmates by a qualified medical professional or a health-trained member of the medical staff at the time of arrival at the pre-Booking area of the facility. The medical staff must arrive at the Booking area to perform the screening as soon as possible, not to exceed 30 minutes from notification or sooner if needed. At minimum, the receiving screening shall include:

1. Medical staff will be required to determine if the inmate needs to be referred to a medical hospital because of a life-threatening injury or illness or in immediate need of emergency medical care. If it is determined that the person cannot be accepted and requires hospitalization, they will be required to immediately notify the Booking Supervisor;
2. Documentation of current illnesses and health problems, including medications taken, and special health requirements including mental, dental, and communicable diseases;
3. Behavior observations, including state of consciousness, mental status, and whether the inmate is under the influence of alcohol or drugs;
4. Notation of body deformities, trauma markings, bruises, ease of movement, etc;
5. Conditions of skin and body orifices, including infestations, lesions, jaundice, rashes, needle marks or other indicators of drug abuse;
6. A standard form will be used for purposes of recording the information of the receiving screening and will be included in the health record of the inmate;
7. Referral of the inmate for special housing, emergency health services, or additional medical specialties will be made as appropriate, or placement in the general population and referral to the appropriate health care service, or placement in the general population without further medical attention;
8. Trained and qualified staff will be available to draw body fluids (including blood, urine) to be given to the arresting agencies/officers for testing by the state crime lab upon request in a manner to show the chain of custody and to preserve evidence.

B. Comprehensive Health Assessment- will be required on any inmate within 14 days of their arrival at the facility. Such assessment shall include as a minimum:

1. The Medical Director or Program Administrator is responsible to review all receiving screening results;
2. Additional data necessary to complete a standard history and physical examination;
3. Screening tests for tuberculosis, venereal disease, urinalysis (when clinically indicated); also dental, vision and hearing screening;
4. Additional lab work as directed by the physician for particular medical or health problems;
5. Additional tests as required based on the original screening tests;
6. Height, weight, pulse, blood pressure, and temperature;
7. The health assessment of females will also include inquiry about: (a) menstrual cycle and unusual bleeding, (b) the current use of contraceptive medications, (c) the presence of an IUD, (d) breast masses and nipple discharge, (e) and possible pregnancy;
8. Any abnormal results of the Health Assessment shall be reviewed by a physician for appropriate disposition.
9. Evaluation and determination of inmate's suitability for participation in the inmate worker program.
10. An inquiry into any insurance coverage that may apply to medical care while incarcerated; the contractor will be responsible to determine and bill all charges that are covered under an inmate's insurance coverage or any other agency that provides reimbursement for the inmate's medical expenses while incarcerated at the Rockdale County Jail.

C. Mental Health Evaluation- will be at the time of arrival at the Intake section of the facility and before the inmate enters the general population. The evaluation shall be performed by a qualified medical professional or health-trained member of the medical staff. Appropriate care and treatment shall be provided including referral to a mental health professional if the evaluation so indicates.

D. Daily Triage of Medical Requests - Health requests from inmates must be processed at a minimum of twice daily, as follows:

1. Trained health personnel shall review all medical requests and make referrals to qualified health care personnel as required.
2. The responsible physician shall determine the appropriate triage mechanism to be utilized for specific categories of complaints.
3. All inmates placed on referral list to be seen by a physician or other specialty provider must be seen by that physician at the next visit by that physician even if the physician's time required exceeds the normal weekly allotment; there must not be any "carry-overs" to the next scheduled visit.

E. Sick Call - shall be held seven (7) days a week (excluding holidays). (A physician must be present or on call twenty-four (24) hours a day seven (7) days a week including holidays).

F. Specialty Services - Inmates will periodically require the services of a medical specialist. Proposers shall be responsible for making appointments or other arrangements for specialty care as may be required; all such referrals will be to medical providers located in Rockdale County unless that specialty is not available in the County. In such event, the qualified provider should be as close as is possible. Hospitalization will be referred to Rockdale Medical Center unless that facility is not able to provide the needed medical services. In such event, the hospital should be as close as is possible. Orthopedic services, Eye care, and OB/GYN for female inmates shall be provided for but does not need to be on-site.

G. Emergency Services - Contractor shall provide twenty-four (24) hour emergency medical, mental health and dental care including, but not limited to, ensuring that a physician is present or on call twenty-four (24) hours a day.

H. Medication Distribution - must be delivered a minimum of twice daily, seven days per week. Medication may be required to be delivered more than twice per day when ordered by a physician. Inmates will not ordinarily be required to come to the infirmary to receive required medications although exceptions may be made on a case-by-case basis.

I. Infirmary – The infirmary is required to be manned twenty-four (24) hours per day, seven (7) days per week; the following guidelines must be followed for operating the Facilities' Infirmaries.

1. A physician must be present a minimum of 2 days per week; and on-call twenty-four (24) hours per day, seven (7) days per week, including holidays;
2. A registered nurse must be present seven (7) days per week;
3. The infirmary must be supervised at a minimum by a licensed practicing nurse seven (7) days per week, including holidays;
4. All infirmary patients must be within sight or sound of a medical staff person;
5. A manual of nursing care procedures must be developed;
6. Other standards as required by MAG, NCCHC, ACA and AMA must be met.

J. Health Education- As a part of primary health care, health education will be an important part of total health care delivery. This includes but is not limited to patient education, in-service training for medical staff and appropriate training for detention staff.

K. Nursing- The nursing staff will be under the supervision of a Medical Director; their functions generally include, among other functions, staffing nursing stations, performing clinic and infirmary services, receiving screening, and distribution of medicines.

L. Pharmacy- Contractor will be responsible for a total pharmaceutical system beginning with physician's prescription of medication, filling prescriptions, dispensing medications and record keeping. The Contractor will be responsible for ordering medication, receiving prescriptions and

over-the-counter requests, packaging medication as prescribed by medical providers and maintaining licensure requirements for appropriate pharmaceutical operations. All prescription and non-prescription medications will be the responsibility of the Contractor. All medications must be ordered by the responsible physician and records of administration of medicine must be maintained. The Contractor will be responsible for the cost of all drugs administered. All controlled substances, syringes, needles, and surgical instruments will be stored and accounted for under security conditions acceptable to the Jail Commander.

M. Medical Records- Contractor shall maintain all medical records. Records are to be kept in electronic form and paper form. All inmates must have a medical record which is kept up to date at all times, and which complies with standard medical record formats and requirements. The record shall accompany the inmate at all health services encounters, and a copy will be forwarded to the appropriate facility in the event of a transfer. All procedures concerning the confidentiality of medical records must be followed, specifically with regards to HIPAA regulations.

N. Clinical Medicine- The clinical staff will be under the direction of the Medical Director. The physicians and midlevel providers will comprise the key medical delivery forces for health services delivery. Their functions will include but not be limited to providing emergency services, infirmary care, twenty-four hour on-call availability, provider sick-call, and other duties as may be assigned.

O. Administration- The administrative department is responsible for the day-to-day operation of the health care unit. Activities of the unit include, but are not limited to, personnel matters, policy and procedures, grievances, and on-site spokes-persons and/or representatives. The Health Services Administrator will be responsible for the administrative department functions.

P. Mental Health - Services to be provided consist of in-patient infirmary services, social services assistance, pretrial forensic referrals, medication administration and mental health assessments. The mental health specialist is responsible for inmates on suicide watch, assessment evaluations and treatment, discharge planning, medication monitoring, and crisis intervention for the facility.

Q. Dental- Emergency dental services will be provided to inmates; these services include but are not limited to temporary fillings, extractions, x-rays, examinations, and other treatment determined by the medical staff to be necessary. A dental evaluation will be accomplished on all inmates within 12 months of their incarceration and made a part of that inmate's permanent medical record, consistent with NCCHC and ACA standards.

R. Laboratory- In-house laboratory services are recommended, but not mandated, to reduce the number of samples submitted to outside laboratories.

S. Radiology- Basic x-ray services are to be performed onsite. These services will significantly reduce the number of inmates transported to outside facilities to receive x-ray services. Any transporting that becomes necessary will be limited to x-ray facilities located in Rockdale County except in extreme situations. A radiologist will be required to read and evaluate all x-rays. On-site x-ray technician's services will be provided by contractor.

T. Special Medical Program- For inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan shall be developed by the responsible physician. The

plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient. Any requirements for special medical diets will be limited to those medical diets available from the food services Contractor with exceptions made only when medically necessary and ordered by the facility physician.

U. Support Services- Proposers must demonstrate their ability to manage and support the program they propose, including but not limited to policies and procedures, quality assurance, and cost containment.

V. Elective Medical Care. The Contractor is not responsible for providing elective medical care to inmates. "Elective medical care" is to mean, medical care, which if not provided, would not cause harm to the inmate's wellbeing. The County must review any referral of inmates for elective medical care prior to provision of the services.

W. Transportation Services The Contractor is to notify the County in advance of all off-site non-emergency health care treatment including, but not limited to, hospital care and specialty services in order to schedule transport by the County. When medically necessary the Contractor will arrange all emergency ambulance transportation of inmates.

X. Proposer shall identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to inmates incarcerated at the facility and administer emergency medical care to any employee or visitor who requires such care.

Y. Proposer shall identify the need, schedule and coordinate any inpatient hospitalization of any inmate subject. Any hospitalization required will be referred to Piedmont Rockdale Medical Center, if those services are provided there. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility.

Z. Proposer shall identify the need, schedule, coordinate and pay for all physician services rendered to inmates while at the facility. At minimum, proposer shall identify a "responsible physician" who shall conduct sick call and generally provide such care as is available in the community. The "responsible physician" or another covering physician shall be on call 7 days per week, 24 hours per day for emergency situations. This responsible physician must assure that any hospitalization is kept to a minimum length of stay so that the inmate is returned to the Detention Facility as soon as is medically possible. This must not in any way compromise the health of the inmate.

AA. Proposer shall identify the need, schedule, coordinate and pay for all supporting diagnostic examinations inside the facility. Proposer shall also provide and pay for all laboratory services as indicated.

BB. Proposer shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests. This would include inpatient or outpatient hospitalization, appropriate treatment and monitoring, prescription of appropriate medications, consultations with specialty physicians and other needed medical or mental health interventions/treatment.

CC. Proposer shall identify the need, schedule and coordinate and pay for psychiatric psychological and counseling services rendered to inmates.

DD. Proposer shall identify the need, schedule, and coordinate for the services of an eye care specialist when necessary.

EE. Proposer shall provide a medical detoxification program for drug and/or alcohol addicted inmates to be administered on-site.

FF. Proposer shall provide and pay for all equipment with a value less than \$400 not covered under section XI, and supplies used in the health care delivery system administered under this contract.

GG. Blood specimen collection- The proposer will provide testing for arrested persons brought to the Rockdale County Jail for blood/alcohol detection following procedures required by the Georgia Bureau of Investigation, Department of Forensic Services.

6. Program Support Services- In addition to providing on-site services and personnel services and arranging for off-site services, the successful proposer will also be expected to provide professional management services to support the medical program. These additional program support services as follows:

A. Medical Audit Committee- The committee shall be responsible for developing, recommending and implementing all policies and procedures necessary for the operation of the medical program. The objective of the committee is to assure that quality health services are available to all inmates. The Jail Commander or his designee will be included on this committee.

B. Quality Assurance Program- The medical director will establish a Quality Assurance Program for assuring that quality health care services are provided to inmates. This program will evaluate the health care provided to inmates both on-site and off-site for quality, appropriateness, and continuity of care; additionally, the following shall be provided:

1. In-service medical education programs for Sheriff's employees;
2. Personnel files shall be maintained on contractual personnel and made available to the Sheriff upon request;
3. The quality assurance program must be consistent with any requirements of the Sheriff, and may include but not be limited to audit and medical chart review procedures;
4. Periodic meetings shall be held between the Sheriff's staff and Contractor's staff to review significant issues and changes and to provide feedback relative to the quality assurance program so that any deficiencies or recommendations may be acted upon. Also, when requested, the Contractor will provide appropriate personnel to participate in other meetings scheduled by the Jail Commander. This will include regular reports from the contractor in a form acceptable to the Jail Commander.

C. Cost Containment Program- The successful proposer must specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism by which the successful proposer plans to control health care costs, areas in which cost savings will be achieved and evidence of the success of such a program at other contract sites. This program must preserve NCCHC and ACA standards and must not compromise the standard of medical care provide the inmate.

D. Management Information System- The successful proposer must indicate the methods to be used in implementing a system for collecting and analyzing the trends in the utilization of health care services.

E. Complaint Procedure- The successful proposer must specify the policies and procedures to be followed in dealing with inmate complaints and grievances regarding any aspect of the health care delivery system in accordance with the Sheriff's regulations. The Contractor must maintain a close working relationship with the correctional staff that handles grievances, fully respond by the time required by them and promptly implement any needed action.

F. Policies and Procedures- The contractor must establish and implement written policies and procedures which comply with all standards and requirements of the contract, and must conduct an annual review of its policies and procedures.

G. Accreditation - The Contractor must secure and maintain Medical Association of Georgia Accreditation according to NCCHC Standards and American Correctional Association Accreditation for the health care delivery system.

H. Strategic Planning and Consultation- The successful proposer must indicate its capability for strategic operational planning and medical and administrative consultation.

I. Proposers must express willingness to cooperate with officials on a program to charge inmates for inmate initiated medical requests. The charge for such services will be stipulated by the Sheriff and will be in accordance with applicable State laws; the successful proposer will be required to make appropriate reports as necessary and abide by procedures and regulations developed by the Sheriff.

7. Staffing- The successful proposer must provide sufficient health care personnel to provide all necessary medical services the facility in accordance with applicable standards for medical care. Retention of health services staff is essential in order for the program to operate effectively. The Contractor must provide assurances that vacancies in any category will be replaced immediately but no longer than 30 days of the date of departure; temporary coverage for such vacancies must be arranged so that there will be no decrease in the total staff time devoted to this operation for any category of staff. A weekly staffing report must be provided to the Jail Commander identifying the actual staff time by individual and specialty if requested.

A. General

1. **Discrimination.** The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender or national origin. In all solicitations or advertisements employees, the contractor will state that it is an equal opportunity employer.
2. **Use of County Personnel and inmates in the Provision of Health Care Services.** County personnel and/or inmates shall not be employed or otherwise engaged by either Contractor or County in the direct rendering of any health care services.
3. **County Satisfaction with Health Care Personnel.** If the Sheriff, Chief Deputy or Jail Commander becomes dissatisfied with any personnel provided by the Contractor or by any independent contractor, subcontractor or assignee, the Contractor in recognition of the sensitive nature of correctional healthcare shall following receipt of written notice from the County of the grounds of such dissatisfaction and in

consideration of the reasons therefore, exercise best efforts to resolve the problem. If it is not resolved to the satisfaction of the County, the Contractor shall remove or shall cause any independent contractor, subcontractor or assignee to remove the individual. Should removal of an individual become necessary, the Contractor will be allowed a reasonable time to find an acceptable replacement in accordance with Section V, without penalty or any prejudice to the interests of the Company.

B. Administration Position Descriptions

Health Services Administrator

Health Services Administrator is responsible for the overall management of medical services for the Rockdale County Jail and serves as a clinical and administrative liaison for all medical departments. Uses NCCHC and ACA guidelines in accordance with company policy and Sheriff's Office SOP to facilitate, maintain, and implement measures to successfully operate a Medical Association of Georgia Accredited facility according to NCCHC Standards and American Correctional Association Accredited facility according to Performance-Based Standards for Adult Local Detention Facilities (ALDF), with a minimum average daily population of 500. This position requires a minimum bachelor's degree in a healthcare services field and a minimum certification as a registered nurse, with three years of experience in correctional healthcare departments of similar size or larger and scope as the Rockdale County Detention Center. The Health Services Administrator is on site a minimum of 5 days each week for a total of 40 hours.

Chronic Care Coordinator (CCC)

CCC manages and supervises the care of inmates that meet the criteria for chronic illness care, including mental illness. CCC coordinates inpatient and outpatient services to meet the prescribed needs of the inmate. CCC arranges transport with security staff and maintains communication with jail administration for the appropriate discharge planning of chronic care patients; identifying special need inmates upon intake and facilitating their care needs while incarcerated and upon release; and is responsible for the supervision and coordination of the quality improvement program and education. CCC supervises the discharge planning program and works with other coordinators in developing and implementing appropriate discharge plans for special need inmates.

C. Clinical Staffing / Services

Medical Director (MD)

MD is responsible for the clinical elements of the entire health care system, including professional duties, chronic care clinics, infirmary care, and is availability "on-call" twenty-four (24) hours per day, seven (7) days per week. MD supervises and is responsible for the medical activities of other clinical providers listed below. MD is responsible for all policies and procedures as required by NCCHC and ACA standards, and functions as a liaison with community resources, i.e., Health Department, EMS, and local hospital. MD must be a responsible physician who is licensed and board certified in Internal Medicine, Family Practice or equivalent specialty with a minimum of three years experience in correctional healthcare. The Medical Director is onsite for Health Services Administrator for a minimum of 2 days each week for a total of 6 hours.

Midlevel Provider

Physician Assistant or Nurse Practitioner is responsible for advanced nursing care and may be used and are responsible for sick call requests, clinics, infirmary rounds, "on-call" duties

and other services as directed by the Medical Director. The Midlevel Provider is on duty for a minimum of 3 days each week for a total of 12 hours.

Mental Health Director, Psychiatrist

Psychiatric physician must be board certified or board eligible and residency trained in psychiatry. Psychiatrist is expected to provide clinical psychiatric services on a weekly basis and is on duty for a minimum of 1 day each week for a total of 2 hours.

Mental Health, Midlevel Provider

Physician Assistant or Nurse Practitioner is responsible for advanced nursing care and may be used and are responsible for sick call requests, clinics, infirmary rounds, "on-call" duties and other services as directed by the Medical Director. The Midlevel Provider is on duty for a minimum of 2 days each week for a total of 8 hours.

Mental Health Services Coordinator/MH Services Provider

MHC is responsible for coordinating a system for comprehensive mental healthcare during three phases of inmate incarceration: Intake, Confinement and Release. The MHC works with the Medical Director, Psychiatrist, Midlevel MH Provider and all other MH personnel to manage and provide mental health services to inmates at the Rockdale County Jail. MHC must be at minimum certified as a Licensed Clinical Social Worker or Licensed Professional Counselor with three years of correctional experience under the supervision of the Psychiatrist or MHD. In any case, the MHD will insure that a licensed Mental Health professional is on duty a minimum of 7 days each week for a total of 76 hours to provide mental health services. This will include services covering 12 hours each week day and 8 hours for each weekend day.

Dental Care

General Dentistry is to be provided on a weekly basis by appropriately trained dentist and assistants as required to meet NCCHC and ACA standards. The Dentist and Dental Assistant will each be on duty for a minimum of 1 day each week for a minimum of 6 hours for a total of 12 hours.

Obstetrical / Prenatal Care

Nurse Practitioner or Midwife is responsible for evaluating and providing clinical services to pregnant inmates as required by the responsible physician.

Orthopedics and Eye care

The Contractor will arrange for Orthopedics and Eye care services on an as needed basis by appropriately trained individuals.

Dialysis

The Contractor will arrange for Dialysis services to include all care ordered by the responsible physician.

RN Clinic/Infirmary services

Responsible for overseeing the general operational procedures of the infirmary while performing intensive nursing skill on higher acuity patients. Supervises other personnel in the Infirmary and Clinic and validates documentation. Performs assessments of new infirmary and special need inmates. Coordinates and facilitates daily infirmary rounds with medical and mental health providers. Responsible for overseeing the general operational procedures of the clinic while performing intensive nursing skill on higher acuity patients.

Performs detailed assessments of patients brought to the clinic for emergent or urgent conditions and triages them to the appropriate level of care. Coordinates and manages all specialty clinics and facilitates clinic call for medical and mental health providers. Responsible for the delegation of appropriate personnel to responds to emergent and urgent care call in all units. Coordinates medical and security needs. Responsible for 24-hour chart checks, needle count, safety and equipment check each day. The Medical Director will ensure that licensed RN is on site 7 days each week for a total of 48 hours to provide medical services.

LPN Intake services

Responsible for overseeing the general operational procedures of the intake area while performing nursing skills on intakes. Performs detail assessment on inmates with medical concerns. Facilitates the initiation of appropriate protocols and development of care plan for new intakes. Triage new and returning inmates to determine if any medical conditions exist that require special housing. The LPN must arrive at the Booking area to perform the screening as soon as possible, not to exceed 30 minutes from notification. The LPN responsible for Intake services will be on duty a minimum of 7 days each week for a total of 168 hours.

LPN Clinic services

Responsible for assisting the RN with the daily functions of medical services including but not limited to assistance in carrying out Acts of Daily Living (ADL's), perform wound care, and laboratory and diagnostic testing on inmates, medication administration and other duties as directed by the Medical Director. When a higher-level provider is not on-site, responsible for the immediate response to all medical emergent and urgent calls in the Jail and facilitates 911 responses inside the jail. Performs emergency care interventions. The LPN responsible for Clinic services and will be on duty a minimum of 7 days each week for a total of 168 hours.

LPN Infirmary services

Responsible for assisting the RN with the daily functions of the infirmary. Provide special need inmates with assistance in caring out ADL's, perform wound care, and laboratory and diagnostic testing, medication administration and all other duties as directed by the Medical Director for inmates housed in the infirmary. When a higher-level provider is not on-site, responsible for the immediate response to all medical emergent and urgent calls in the Jail and facilitates 911 responses inside the jail. Performs emergency care interventions. The LPN responsible for Infirmary services will be on duty a minimum of 7 days each week for a total of 168 hours.

Pharmacy services

LPN's are responsible for administering proper medication to inmates as prescribed per NCCHC and ACA standards. Medications are to be delivered twice daily in two-hour windows, 7 days weekly and more often as prescribed by the Medical Director. They organize and maintain the system for ordering medication from the contracted pharmacy provider. They catalogue and store medication appropriately, and transcribe provider orders and maintains utilization review of medications. Upon request from the inmate, the contractor will utilize a local pharmacy to provide prescription medication for seven (7) days after release.

Medical Records/Administrative Support Staff

Maintain and retain standardized medical records and their immediate access for clinical

and administrative purposes. Conform to HIPPA rules and regulations. Organize medical charts; prepare lists and logs as required. The Medical Records/Administrative Support staff is on site a minimum of 5 days each week for a total of 40 hours.

8. Proposer shall maintain complete and accurate medical, mental health and dental records separate from the confinement records of the inmate. In any criminal or civil litigation where the physical or mental condition of an inmate is at issue, or where medical care is at issue, the Contractor shall provide the Sheriff with access to such records and, upon request, provide copies.

9. Proposers shall provide a consultation service to the Sheriff on any and all aspects of the health care delivery system including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate pharmaceutical and other systems, and on any other matter relating to this contract upon which the Sheriff seeks advice and counsel.

10. Policies and Procedures of the Contractor relating to medical care are generally to be established and implemented solely by the Contractor. In areas which impact upon the security and general administration of the Jail, the Policies and Procedures of the Contractor are subject to review and approval by the Sheriff or his designee. Without limiting the responsibility of the Contractor to make its own medical, mental health and dental judgments, or the discretion of the Sheriff to perform his responsibilities under law,

A. Drug and syringe security;

B. Alcohol and drug medical detoxification;

C. Identification, care and treatment of inmates with special medical needs, including but not limited to individuals with hepatitis, epilepsy, physical handicaps, those infected with Human Immunodeficiency Virus (HIV) and those with any other disease that can be sexually transmitted;

D. Suicide prevention;

E. The use of physical restraints; and identification, care and treatment of individuals suffering from any mental illness, disease or injury, including but not limited to those inmates presenting a danger to themselves and others.

F. Identification, care and treatment of individuals suffering from any mental illness, disease or injury, including but not limited to those inmates presenting a danger to themselves and others.

11. Contractor shall provide appropriate in-service educational programs. All full-time health care staff, except for dentists and physicians, will receive a minimum of 12 hours of in-service training per year. Selected topics which require staff training will be identified on an on-going basis through the quality assurance program.

12. Contractor shall be responsible for ensuring that all new health care personnel are provided with orientation regarding medical practices on site; orientation regarding other facility operations will be the responsibility of the Sheriff's staff. Contractor shall distribute a written job description to each member of the health care staff which clearly delineates his/her assigned responsibilities. Contractor shall monitor performance of health care staff to ensure adequate job performance in accordance with these job descriptions.

VI. PRICING

1. A base price quoted will provide the professional staffing and complete program of administrative and health services for a base census count of 500 inmates at the Rockdale County Detention Center as described in these specifications for a twelve (12) month period from the original contract date. Any expense incurred in excess of that base price will be the responsibility of the Contractor except as specifically addressed in this specification. If the Contractor provides less staff hours than the contract requires, they will reimburse the County the cost charged to the County for the position and hours not provided.
2. A daily per diem charge for each inmate in excess of the 500 base census may be quoted by the proposer. The same degree of health care will be provided to excess inmates as is provided to all other inmates. The only difference will be in pricing for each excess.
3. Renewal options in twelve-month increments may be exercised at the County's discretion and will occur automatically unless specific written notice to the contrary is provided the Contractor within 90 days of the renewal date. Renewals will provide for price adjustments up or down tied to the movement of the Medical Care component of the Consumer Price Index. (See Section XI for further details on how adjustments would be calculated).
4. Payment by the County will be on a monthly basis.

5. Aggregate Cap for Expenses for Specialty Care:

A. The County acknowledges and agrees that it shall be responsible for payment of all costs and expenses associated with the provision of those services that occur for Specialty Care, when such costs and expenses exceed \$50,000.00 for the first twelve (12) months of this Agreement (the "Aggregate Cap Amount") and any subsequent twelve (12) month extensions of this Agreement. In addition to Specialty Care, advanced diagnostics (ultrasound, CT, etc...), chemotherapy and dialysis will apply to the Aggregate Cap. The Aggregate Cap shall be prorated for any partial twelve-month period under this Agreement. Until such time as the Aggregate Cap Amount is exceeded in any twelve-month period, the costs and expenses associated with the Specialty Care services shall be borne by the Contractor. The Contractor agrees to track and account for all such expenses on behalf of the County.

6. Reimbursement by State of Georgia Department of Corrections:

A. There are occasions when an inmate in the County jail is actually a State inmate. When that State inmate requires offsite medical treatment, the State Department of Corrections may reimburse the County for such expenses to the extent that the treatment occurred after the sentencing documents were received and recorded by the State.

B. Whenever such a situation occurs, the State will be expected to pay the expenses which will be forwarded to them by the Contractor.

7. The Contractor will be totally liable for all health care expenses for the infirmary, clinic and intake medical screening including all supplies, equipment and equipment maintenance not covered under section XI, prosthetic devices, medications, and any other related expenses. That responsibility begins at the time the inmate is accepted into the facility and continues while they are in physical custody at the facility regardless of the nature of the illness or injury or whether the illness or injury occurred prior to the individual's incarceration. The cost of medical

services provided to inmates who become ill or are injured while on temporary release, work release, or escape status will not be the responsibility of the Contractor. However, inmates on a work detail who are supervised by County personnel and become injured will be the responsibility of the Contractor as long as they are returned to the facility to be examined/treated or are referred to a hospital by contractor personnel. These inmates must be part of the daily census count.

VII. JAIL SECURITY

1. The Contractor shall have no responsibility for the physical security of inmates in custody; the County will be responsible for such security. In the event that any medical directions for health services for any individual inmate or groups of inmates including but not limited to transfers to health care facilities, should not be acted upon by the County within a time limit specified in writing and agreed to by the Jail Commander, the contractor shall thereby be released from all responsibility for harm directly caused by the delay. If circumstances exist where there is a perceived delay by the County in performing the requirements of this provision, it is the Contractors responsibility to contact the Shift Commander and the Jail Commander or his designee, notify them directly of the situation and that there is medical necessity that action be taken by the County to resolve the concern within a certain amount of time.
2. The county agrees not to confine any person in any hospital or infirmary for disciplinary reasons.
3. The Contractor shall have no responsibility for security or for the custody of any inmate at any time, such responsibility being solely that of the Sheriff's staff. The Contractor shall have sole responsibility in all matters of medical, mental health and dental judgment. The Contractor shall have primary, but no exclusive responsibility for all the identification, care and treatment of inmates who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff and his staff shall support, assist and cooperate with the Contractor, and the Contractor shall support, assist and cooperate with the Sheriff whose decision in any nonmedical matter will be final. All decisions involving the exercise of medical, mental health and dental judgment still are the responsibility of the Contractor.

VIII. PROFESSIONAL LIABILITY

1. The Contractor shall maintain suitable general and professional liability insurance in the amount of One Million (\$1,000,000) Dollars per occurrence and three (\$3,000,000) Dollars in aggregate. Insurance shall specifically cover the services provided under this contract. Failure to maintain such insurance shall be grounds for termination of this contract. In addition, the Contractor will ensure that all physicians, dentist, nurses and other professional medical personnel rendering medical services pursuant to this contract will has suitable and appropriate professional liability insurance.
2. The Contractor's obligation under this section shall not extend to persons who are neither employee nor under contract with the Contractor.
3. Recognizing that there is a contract in effect currently, the successful proposer (should it not be the current Contractor) will not be expected to assume liability for conditions, procedures, quality of staff development, employee competence, etc., which existed prior to the initiation of the new contract. The new Contractor will assume full legal and professional liability for all claims arising from treatment or lack of treatment beginning on or after the effective date of the new contract.

4. The Contractor must agree to indemnify, hold harmless and defend the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance to this program or health care services. The Contractor will be acting and performing as an independent Contractor to provide professional services within the scope of the authority of the contract. Neither the County nor the Contractor will be liable to indemnify each other for actions, lawsuits, claims or liabilities (or portion thereof) of any kind whatsoever arising out of claims or judgments for "punitive damages".

IX. PERFORMANCE GUARANTEE

The Contractor guarantees to maintain Medical Association of Georgia Accreditation according to NCCHC standards and American Correctional Association Accreditation according to Performance-Based Standards for Adult Local Detention Facilities (ALDF), for the County during the contract period.

X. AUTOMATIC COST ESCALATOR

Renewals exercised by the County may be adjusted after the first year of the contract according to changes in the Consumer Price Index for the "medical care" component for all urban consumers, as related to the appropriate area in the United States. The CPI change shall be used for each new contract year shall be that published for the fourth month (April) of the preceding contract year and compared to the same index for April of the previous year. The CPI adjustment shall affect the base fee and per diem and will be reflected in the billing for July of the renewal period. The adjusted base price will then be fixed for the twelve month period beginning in July.

XI. COUNTY RESPONSIBILITIES

1. The County agrees to provide physical infirmary facilities as they currently exist: patient rooms each with beds and related furnishings suitable for a jail facility, examination rooms complete with equipment, medical storage facilities, dental equipment, office space, restrooms, nursing stations, and other related accouterments as are appropriate for a jail facility. The County will provide telephone equipment in the medical area and secured high-speed Internet access services. The County will pay for utilities, phone lines and internet access. Medical diets will be limited to those available from the food services Contractor unless prescribed otherwise by the Medical Director. The contractor will be responsible to confer with the Food Services contractor for provision of any other diet related prescription. The County will provide linens to the inmates while they are in the jail infirmary. The County will provide janitorial services, air conditioning/heating, and water and will maintain the physical facility either by an on-site building maintenance staff or through a contractual arrangement as necessary.

2. The County will be responsible for security. The infirmary area is under constant visual surveillance by jail correctional officers. The County will maintain all electronic alarm systems and communication devices.

XII. DAILY INMATE CENSUS

1. A daily computer generated census listing of all inmates constitutes the grouping of individuals for which the Contractor will be responsible for providing medical care.

2. Excluded from the Contractor's responsibility will be those inmates in custody at hospitals, on

temporary release or furlough, including inmates temporarily released for the purpose of attending funerals or similar family emergencies; inmates on escape status, inmates on pass/parole/supervisory custody who do not sleep in the jail; and inmates in the custody of other police of penal jurisdictions.

X111. PROTECTION OF RIGHTS

1. Neither the obligations nor the rights of the Contractor under this contract may be assigned by the Contractor without the express written consent of Rockdale County, which consent shall not be unreasonably withheld. Such authorized assignments shall, at the sole option of the County, terminate the contract and no notice of such termination shall be required.
2. The County retains the right to review and approve policies and procedures of the Contractor in any other are affecting the performance of his responsibilities under the law.
3. The County shall have the right to suspend immediately the Contractor's performance under the contract or an emergency basis whenever necessary, in the opinion of the county, to advert a life threatening situation or other sufficiently serious deficiency.
4. The Contractor shall not release or deliver any of the medical records generated as a result of its service required hereunder to the general public or local officials unless authorized in writing to do so by the County or ordered by court order or requires by applicable laws.
5. Any reports, information, data, etc. given to or prepared or assembled by the Contractor under the contract which the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the County or by court order or as required by applicable laws.
6. In addition to inspecting and reviewing the Contractor's services to determine there acceptability, the County shall be empowered to inspect and review the Contractor's services in progress at such reasonable times as desired by Rockdale County.
7. No reports or other documents produced in whole or part under the contract shall be the subject of an application for copyright by or on behalf of the Contractor, and all rights are reserved for Rockdale County.
8. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that they will not enter into any agreement or contract that creates a conflict of interest with the County. Contractor represents that the provisions of these statutes have not and will not be violated by the Contractor's performance there under.
9. The Sheriff or Jail Commander shall have the right to suspend a contract employees.

The Contractor will maintain full staff at all times, according to this contract.

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of Alabama)

County of Jefferson)

B. Lee Harrison, being first duly sworn, deposes and says that:

(1) He is President (owner, partner officer, representative, or agent) of NaphCare, Inc., the Vendor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

B. Lee Harrison
 (Signed)

President
 (Title)

Subscribed and Sworn to before me this 17 day of February, 2020

Name Christian Sharpe Coe

Title Notary, Alabama at Large

My commission expires (Date)

My Commission Expires:
 December 16, 2022

Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

168624

Federal Work Authorization User Identification Number

12/4/2008

Date of Authorization

NaphCare, Inc.

Name of Contractor

RFP No. 20-04, Inmate Health Care Service

Name of Project

Rockdale County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Feb, 17, 2020 in Birmingham (city), AL (state).

B. Lee Harrison
Signature of Authorized Officer or Agent

B. Lee Harrison, President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 17 DAY OF February, 2020.

Christon Sharpe
NOTARY PUBLIC

My Commission Expires:

My Commission Expires:
December 16, 2022

for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I B. Lee Harrison. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) x I am a United States citizen

OR

2) I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

B. Lee Harrison
Signature of Applicant:

2/17/2020
Date

B. Lee Harrison
Printed Name:

*
Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
17 DAY OF February, 2020.

Christian Sharpe

Notary Public

My commission Expires:

My Commission Expires:
December 16, 2022

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

NAPHCARE, INC.

a Foreign Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 18511740
Date Inc/Auth/Filed: 02/05/2004
Jurisdiction : Alabama
Print Date : 02/03/2020
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State

**CITY OF ATLANTA, GEORGIA - DEPARTMENT OF FINANCE
OCCUPATION TAX REGISTRATION CERTIFICATE**

VALID ONLY WHEN REGISTRATION TAX REQUIREMENTS ARE PAID

CERTIFICATE NO. : 181098 LGB
BUSINESS NAME : NAPHCARE INC
LOCATION : 901 RICE ST NW ATLANTA, GA 30318

DATE ISSUED : 01/01/2020 EXPIRES ON : 12/31/2020

BUSINESS NAME AND ADDRESS:

NAPHCARE INC
2090 COLUMBIANA RD STE 4000
BIRMINGHAM, AL 35216



DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION
NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS
NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S) IF REQUIRED

CERTIFICATE NOT TRANSFERABLE

IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD,
CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270

THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS

[Signature]
Roosevelt Council, Jr.
Chief Financial Officer

DPM

KEEP THIS COPY FOR YOUR RECORDS	City of Alpharetta, Georgia BUSINESS/OCCUPATIONAL LICENSE THIS LICENSE EXPIRES 12/31/2019	License Number 8775						
Business Owner: NAPHCARE INC. ID: 17090 DBA: NAPHCARE INC. Address: 2565 OLD MILTON PARKWAY City, State Zip: ALPHARETTA GA 30009 Phone Number: 678-297-6306								
Classification: EMPLOYEE BASED Date Issued: 02/15/2018	<table> <tr> <td>ADMINISTRATION FEE</td> <td>50.00</td> </tr> <tr> <td>EMPLOYEE BASED</td> <td>100.00</td> </tr> <tr> <td>Total Received.....</td> <td>150.00</td> </tr> </table>		ADMINISTRATION FEE	50.00	EMPLOYEE BASED	100.00	Total Received.....	150.00
ADMINISTRATION FEE	50.00							
EMPLOYEE BASED	100.00							
Total Received.....	150.00							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/15/20

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Susan Crain	
VIG, LLC., dba/The Vestavia Group		PHONE (A/C No, Ext): 205-552-0244	FAX (A/C, No): 205-244-8072
2090 Columbiana Road, Suite 2300		E-MAIL ADDRESS:	
Birmingham AL 35216		INSURER(S) AFFORDING COVERAGE	
INSURED		NAIC #	
NaphCare, Inc.		INSURER A: IronShore Specialty Insurance Company "A" XV 14375	
2090 Columbiana Road, Suite 4000		INSURER B: The Travelers Insurance Company "A++" XV 19046	
Birmingham AL 35216		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

VS TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N	N	03886501	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 6,500,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY			Not Applicable	XXXXXXXX	XXXXXXXX	COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXXXXXX
	ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXXXXXX
	OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXXXXXXX
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXXXXXX
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB			Not Applicable	XXXXXXXX	XXXXXXXX	EACH OCCURRENCE \$ XXXXXXXXXXXX
	EXCESS LIAB						AGGREGATE \$ XXXXXXXXXXXX
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N	UB-1P248768-19-51-K UB-1P250924-19-51-R	09/30/2019	09/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made	N	N	03886501	12/31/2019	12/31/2020	Each Med. Incident 1,000,000 Ann. Aggregate 6,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Rockdale County Georgia, No. 20-04- Inmate Health Care Service for Rockdale County.

C-2020-98

CERTIFICATE HOLDER

CANCELLATION

Rockdale County Department of Finance
Purchasing Division
P. O. Box 289
Conyers, Georgia 30012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Exhibit B
Contractor's Proposal